

EXHIBIT 1

GMAC RFC

August 21, 2007

**VIA FACSIMILE, CERTIFIED MAIL AND
OVERNIGHT DELIVERY**

SunTrust Mortgage, Inc.
901 Semmes Avenue
Mailcode MTG 1785
Richmond, VA 23224
Attn: Amy S. Creason, First Vice President,
Secondary Marketing
Fax: 804-291-04894
E-mail: Amy.Creason@SunTrust.com

Trust Company Mortgage
PO Box 4333
Atlanta, GA 30302
Attn: Linda Morehead, Vice President

Re: Notice of Events of Default, Termination of Commitments and Reservation of Rights

Dear Ms. Creason and Ms. Morehead:

Reference is made herein to: (a) the Client Contract dated as of May 17, 2007 (as amended from time to time, the "Client Contract") by and between GMAC Bank ("GMACB") and SunTrust Mortgage, Inc. ("Client"); (b) the Seller Contract dated as of January 28, 1986 (as amended from time to time, the "Seller Contract") by and between Residential Funding Company, LLC f/k/a Residential Funding Corporation ("RFC") and Client, as successor in interest to Trust Company Mortgage; and (c) the RFC-GMAC Client Guide in effect from time to time and incorporated by reference into the Client Contract and Seller Contract (the "Client Guide," collectively with the Client Contract and the Seller Contract, the "Loan Sale Documents"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Client Guide.

Please be advised that defaults and Events of Default under the Loan Sale Documents have occurred and are continuing, in that, among other things and without limitation, Client has failed to satisfy repurchase claims arising under the Loan Sale Documents.

As a result of such defaults and Events of Default, RFC and GMACB are entitled to terminate all of their commitments under the Loan Sale Documents. RFC and GMACB hereby suspend the Program Documents and Client's right to participate in the Loan Programs and RFC and GMACB hereby provide notice to Client of the suspension, inactivation, disqualification and termination of the Program Documents and Client's right to participate in the Loan Programs. RFC and GMACB hereby notify Client that, effective immediately, RFC and GMACB have: (1) terminated all of RFC's and GMACB's commitments under the Loan Sale Documents, (2) terminated Client's ability to register, lock and fund loans under the Loan Sale Documents, and (3) cancelled all existing commitments arising under the Loan Sale Documents, including any open, pending, or registered commitments to purchase delivered and undelivered Mortgage Loans.

RFC and GMACB expressly reserve all of their rights and remedies under the Loan Sale Documents and applicable law, with respect to all existing defaults and the Events of Default and with respect to any other existing or future defaults or Events of Defaults. Any delay by RFC and GMACB in enforcing their rights or remedies with respect to any existing or future default or Events of Default does not constitute, and any future delay will not constitute, and no such delay may be construed as, a waiver of any rights and remedies of RFC and GMACB or a course of conduct on the part of RFC and GMACB on which Client may rely at any time, and none of the foregoing will impair the ability of RFC and GMACB to exercise their rights and remedies now or in the future. Further, any single or partial exercise by RFC and GMACB of any of their rights and remedies does not preclude any other or future exercise by RFC and GMACB of any other rights and remedies.

Nothing herein is, or shall be construed as, a waiver or release of any such claim, right, remedy, cause of action or defense of RFC and GMACB or any of their affiliates.

GMAC BANK



By: _____
Name: Keenen Dammen
Title: EVP/SMD

RESIDENTIAL FUNDING COMPANY, LLC



By: _____
Name: Keenen Dammen
Title: EVP/SMD